

<b>PRODUCT DISCLOSURE SHEET</b>  (Read this Product Disclosure Sheet before you decide to take up the Product. Be sure to also read the General Terms and Conditions. Kindly seek clarification from us if in the event that you do not understand any part of this document or the general terms).	<b>TAKAFUL BRUNEI AM SDN BHD</b>
	<b>WORKMEN'S COMPENSATION PACKAGE TAKAFUL FOR DOMESTIC HELPER</b>
	Date: 09/05/2023

**1. What is this product about?**

Workmen's Compensation Package Takaful for Domestic Helper offers a wider scope of coverage to protect your housemaid, gardener and driver as to comply with the Brunei Darussalam Workmen's Compensation Act (Chapter 74). It provides compensation benefits to the employee for bodily injury due to accident or illness arising out of and in the course of their employment resulting in death or permanent disablement.

Workmen's Compensation Package Takaful for Domestic Helper is a one-year cover, which can be renewed annually.

**2. What are the Shariah concept applicable?**

**At-Tabarru':** Donation or Takaful contribution that will be donated into a fund (Participant's Risk Fund/Takaful Fund) to help other Participants in the event of misfortune.

**Al-Wakalah:** You hereby appoint Us as Wakeel (agent) to administer, manage, invest according to Shariah Principles and distribute the Participant's Risk Fund/Takaful other eligible Participants subject to the terms and conditions stated in the Takaful Certificate. To the end, You agree to apportion 35% of the Takaful Contribution to Us as a Wakalah Fee for the aforementioned services. You hereby also agree to give a fee from the surplus of the Takaful Fund (if any) to Us at a percentage as approved by Our Shariah Advisory Body.

**3. What are the coverage and exclusions provided?**

The Takaful Certificate covers:

Benefit	Coverage	Workmen's Compensation Package Takaful for Domestic Helper
1	<b>Workmen's Compensation</b> <ul style="list-style-type: none"> <li>• Death</li> <li>• Permanent Disability</li> <li>• Other Forms of Injury or Disablement</li> </ul>	up to BND 28,800.00 up to BND 36,000.00 To be assessed by Labour Department
2	<b>Personal Accident</b> <ul style="list-style-type: none"> <li>• Death</li> <li>• Permanent Disability</li> </ul>	BND 10,000.00 BND 10,000.00
3	<b>Medical, Hospitalisation and Surgical Expenses due to Accident</b>  Excess	BND 10,000.00  BND 50.00
4	<b>Medical, Hospitalisation and Surgical Expenses due to Illness</b>  Excess	BND 10,000.00  BND 50.00

5	<b>Daily Hospital Allowance Benefit (up to 60 days)</b>	BND 20.00 per day
6	<b>Death Benefit including death due to natural causes</b>	BND 5,000.00
7	<b>Repatriation Expenses</b>	BND 10,000.00
8	<b>Territorial Limits</b>	Worldwide

#### Provision Table

<b>Benefit 1</b>	If paid under Benefit 1, then Benefit 2 and 6 will not be payable.
<b>Benefit 2</b>	If paid under Benefit 2, then Benefit 1 and 6 will not be payable.
<b>Benefit 3 and 4</b>	If paid under Benefit 3, then Benefit 4 will not be payable and vice versa.
<b>Benefit 4</b>	Benefit 4 is payable if the covered person is hospitalised for more than 6 hours.
<b>Benefit 5</b>	Benefit 5 is payable if the covered person is hospitalised for more than 12 hours.
<b>Benefit 6</b>	If paid under Benefit 6, then Benefit 1 and 2 will not be payable.

#### General Exclusions

Your Takaful Certificate does not cover accidents or illnesses resulting from any of the following:

##### (i) **Others Contractors Employee**

The Participant's liability to employees of contractors to the Participant

##### (ii) **Others Agreement**

- i. Any liability of the Participant which attaches by virtue of an agreement but which would not have attached in the Participant and such party; or
- ii. Any sum which the Participants would have been entitled to recover from any party but for an agreement between the Participant and such party.

##### (iii) **War** - Any injury by accident or disease directly attributable to:

i) War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war; or

ii) Mutiny, strike, riot, civil commotion assuming the proportion of or amounting to a popular rising, military uprising, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

##### (iv) **Any "Act of Terrorism"**

For the purpose an "act of terrorism" means an act including but not limited to the use of force or violence and / or the thereof of any person or groups (s) of persons, whether acting alone or on behalf or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

##### (v) **Radioactive**

Any liability of whatsoever nature directly or indirectly caused by or contributed by or arising from:

- i) Ionizing radiations or contamination by radioactivity from any nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission;
- ii) Nuclear weapons material; or
- iii) Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

**(vi) Prohibited by Shariah**

Any unlawful act(s) or such act(s) by Person Covered or Participant prohibited by law and / or Shariah.

**(vii) Suicide**

Attempted suicide or self-inflicted injury by Person Covered or Participant whilst sane or insane.

**(viii) Breach of Law**

Any breach of law by the Participant or Person Covered inclusive to those which resulted in imprisonment or any assault provoked by him.

**(ix) Alcohol and Drugs**

Death or injury to the Person Covered caused by or whilst under the influence of alcohol, drugs, hallucinogenic substance.

**(x) Mental Exhaustion / Illness**

Person Covered suffering from an ailment, disease, medical condition, medical deficiency, physical and mental exhaustion that may affect his consciousness.

**(xi) Flight Injury and Disease**

Any injury or disease of Person Covered attributed to aviation, gliding or any other form or aerial flight other than as a fare paying passenger of a recognized airlines or charter services.

**(xii) Extreme Sports**

The Person Covered in or training for any dangerous or hazardous sport or competition or riding or diving in any form of race competition.

**(xiii) Underwater Activity**

If the Person Covered is involved in any underwater activity necessitating the use of artificial breathing apparatus.

**(xiv) Sexually Transmitted Diseases**

If the Person Covered is found to be infected by any Human Immunodeficiency Virus (HIV) or other sexually transmitted disease.

**4. How much contribution do I have to pay?**

Contribution per person covered	BND 80.00
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You can get a quote from the Takaful Brunei Mobile application or contact TBA Call Centre at +673 224 4000 or go the nearest counter or branch.

## 5. What are the fees and charges that I have to pay?

1. What you have to pay in addition to the Takaful Contribution amount: -
  - Stamp duty: BND 0.25 per Takaful Certificate
2. What is included in the Takaful Contribution amount: -

For direct participation (including the Takaful Brunei Mobile application, TBA Call Centre and Counters/Branches): -

  - Wakalah Fees are up to maximum of 35% of Takaful Contribution.

For participation through Authorized Agent: -

  - The agent will receive commission from Us based on a percentage of the total takaful contribution.
3. What you have to pay if there are any changes to the Takaful Certificate: -
  - Cancellation Fee: BND 10.00 per Takaful Certificate.
  - Endorsement Charges: Any Refund plus Service Charge of BND 10.00 per endorsement.

## 6. What are some of the important notes that I should know?

- **Importance of disclosure**
  - i. **Duty of Care** – You shall take reasonable precautions to prevent the Person Covered from accident and disease and shall comply with all statutory obligations.
  - ii. You must take reasonable care not to make a misrepresentation to Us when answering any questions, We ask in the proposal form;
  - iii. When renewing your Takaful Certificate, not to make a misrepresentation to Us in answering any questions, or confirming or amending any matter previously disclosed to Us in relation to the Takaful Certificate; and
  - iv. To disclose to Us any matter, other than what we have asked in ii. and iii. above, that You know to be relevant to our decision on whether to accept the risk or not and the rates and terms to be applied.
  - v. **Consequence of Breach of Duty of Disclosure** – Breach of Duty of Disclosure as stated above may result in Us voiding the Takaful Certificate and refusing all claims.
  - vi. **Disclosure of Pre-Existing Condition** – You are under obligation to inform us in writing by registered mail or personally delivered to us of any pre-existing injury, illness, disease, medical conditions of the Person Covered that may increase the risk of a claim, prior to the commencement of takaful cover and every period of takaful cover and from period to period of takaful cover following from the commencement of takaful. We will not be liable for any claims that are due to pre-existing conditions.
- **Excess** – the amount that You must pay towards a claim and as specified in Your Schedule.
- **Laws and Jurisdiction** – This is governed by the Laws of Brunei Darussalam and Parties agree that the Court of Brunei Darussalam shall have exclusive jurisdiction.
- **Common Law cover** – No Common Law cover under this Takaful Certificate.
- **Communicable diseases** - Takaful Brunei Am Sdn Bhd will not be liable for any claims that are due to communicable diseases which requires the Participant's employee to be under isolation or quarantine by law in the event of an epidemic or pandemic.

### **Claims Procedure:**

In the event of a claim, You must notify Us immediately after the incident and to lodge a Police Report within 24 hours of the incident for personal accident claim.

All of the documentations of the claim must be submitted to Claims Department within fourteen (14) days after the incident which may give rise to such a claim.

### **Notice of Labour Department**

You shall report the accident within ten (10) days of the occurrence of the accident to the Labour Department as provided under section 13(1) & (2) of the Workmen's Compensation Act (Chapter 74).

### **Document Required**

Please provide us with the following documents relating to your claim:

- i) Completed Claim Form which has been duly signed;
- ii) Police Report – for Accidental or Death involving in Road Traffic;
- iii) Medical Report – for Accidental Death, Permanent Total Disablement, Hospitalisation and Surgical Expenses;
- iv) Airway Bill and official receipt for Repatriation reimbursement expenses; and
- v) Death Certificate (if any).

Note: For further information on claims, you may check our website at [www.takafulbrunei.com.bn](http://www.takafulbrunei.com.bn) or contact our **Claims Department at +673 245 1803**

### **7. What do I need to do if there are changes to my contact details?**

It is important that you inform Us of any change in your contact details to ensure that all correspondences reach you in a timely manner.

### **8. What happens in the event of cancellation?**

In the event of cancellation, you may inform us by giving seven (7) days written notice provided no claim has occurred in the current Period of Takaful. We shall retain in the General Takaful Fund the Takaful Contribution paid by you on a pro-rata basis in proportion to when this Takaful Certificate was in force. The balance of the Takaful Contribution will be refunded to you after deduction of the wakalah fee and service charge for the cancellation. Cancellation will take effect from the date of the current Takaful Certificate, the Schedule and the Takaful Certificate are received by us. This Takaful may also be cancelled at our option by sending seven (7) days' notice by registered mail to your last known address in which case we shall apply the same procedure in respect of the Takaful Contribution as aforesaid.

### **9. What happens in the event that Takaful agent ceases to operate?**

If our Authorized Agent that issued your Takaful certificate ceased its operation, your Takaful Certificate is still valid until its expiry date. You can renew, do any endorsement and cancellation for their Takaful Certificate at any of our counters and branches.

### **10. What are the documents that I need to submit to apply for this product?**

Documents required are: -

For new Participant:

- 1) Proposal Form duly completed and signed;
- 2) Copy of Participant Identity Card;

- 3) Copy of Passport or Identity Card for the covered person;
- 4) Copy of BUR555; and
- 5) Proof of Medical Examination.

For renewal Participant:

- 1) Proposal Form duly completed and signed.

#### 11. Where can I get assistance to redress?

- If you have difficulties, you must contact us the earliest possible. You may contact us at:

**Takaful Brunei Am Sdn Bhd**  
**Takaful Brunei Am Sdn Bhd Ground**  
**Floor, Unit 9 & 10**  
**Simpang 493. Kg Beribi Jalan**  
**Gadong BE1118 Negara Brunei**  
**Darussalam Tel: 2244000**  
**E-mail: [enquiry@takafulbrunei.com.bn](mailto:enquiry@takafulbrunei.com.bn)**

- If your query or complaint is not satisfactorily resolved by us, you may contact Financial Consumer Issues, Brunei Darussalam Central Bank via email at [fci@bdcb.gov.bn](mailto:fci@bdcb.gov.bn) or walk-in at their address as follows:

**Financial Consumer Issues Brunei**  
**Darussalam Central Bank**  
**Level 7, Ministry of Finance and Economy Building**  
**Commonwealth Drive**  
**Brunei Darussalam Tel:**  
**2380007**

#### 12. Where can I get further information?

For further information on similar plan, you may check our website at [www.takafulbrunei.com.bn](http://www.takafulbrunei.com.bn) or go to our nearest counters or branches.

#### IMPORTANT NOTE:

*Workmen's Compensation Package  
for Domestic Helper*

**YOU MUST ENSURE THAT YOUR DOMESTIC HELPER'S DOCUMENTATION IS VALID AND COVERED FULLY. YOU SHOULD READ AND UNDERSTAND THE TAKAFUL CERTIFICATE AND DISCUSS WITH THE AGENT OR CONTACT TAKAFUL BRUNEI AM DIRECTLY FOR MORE INFORMATION.**

*The terms and conditions indicated in this Product Disclosure Sheet are indicative and not binding on Takaful Brunei Am. The final terms and conditions are as stipulated in the Takaful certificate after Takaful Brunei Am's assessment.*